

TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

June 8, 2015

Council Chambers

Kittery Town Council
Regular Meeting
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes – 5/11/15
8. Interviews for the Board of Appeals and Planning Board

Planning Board (to fill the unexpired term of Thomas Battcock Emerson until 11/30/16)

- Matt Brock
- Deborah Lynch

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

The Kittery Town Council moves to recognize the recipients of the 2015 Educational (Recycling) Scholarships.

The Kittery Town Council moves to receive a presentation on the York River Wild and Scenic Study from Karen Young and Paul Dest

10. PUBLIC HEARINGS

a. (060115-1) The Kittery Town Council moves to hold a public hearing on an application from Graciano's, Inc., 7 A Commercial Street, Kittery, Maine for a Victualer's License for Thai Lotus Restaurant, 340 US Route 1, Suite 9.

b. (060115-2) The Kittery Town Council moves to hold a public hearing to receive comments on Town Meeting Articles 2 through 7 for the June 9th Election.

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

a. (050315-1) The Kittery Town Council moves to approve and ordain a 3-year waste handling agreement with EcoMaine, pursuant to Section 6.11 (2) of the Town Charter.

b. (050315-4) The Kittery Town Council moves to hold a public hearing on a renewal application of Capital Video Corporation, 44 Bedson Road, Cranston, RI, for a Viewing Booths License for Amazing.net, 92 Route 236.

13. NEW BUSINESS

a. Donations/gifts received for Council disposition - None

b. (060115-3) The Kittery Town Council moves to approve an application from Graciano's, Inc., 7 A Commercial Street, Kittery, Maine for a Malt and Vinous Liquor License for Thai Lotus Restaurant, 340 US Route 1, Suite 9.

c. (060115-4) The Kittery Town Council moves to approve a renewal application from Chios Pizza, Inc., 69 Griffin Road, Portsmouth, New Hampshire for a Malt Liquor License for Town Pizza Restaurant, 15 Wentworth Street.

d. (060115-5) The Kittery Town Council moves to approve an application from Blind Pig Provisions LLC, 2 Badger's Island West, Kittery, Maine for a Malt, Spirituous and Vinous Liquor License for Blind Pig Provisions, 2 Badger's Island West.

e. (060115-6) The Kittery Town Council moves to approve the disbursement warrants.

f. (060115-7) The Kittery Town Council moves to appoint George Dow to the Education Scholarship Committee until 2/8/18.

14. COUNCILOR ISSUES OR COMMENT

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

17. ADJOURNMENT



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

ncolbertpuff@kitteryme.org

Nancy Colbert Puff
Town Manager

Town Manager's Report to the Town Council June 8, 2015

1. **Road Inventory & Evaluation** – We continue to work with our consultant, the Beta Group, to finalize the rankings, recommended improvements, and finance plan for all of Kittery's roads. In advance of tomorrow's ballot question concerning using bond financing to catch up on fixing road conditions in Kittery, I want to let everyone know that we will be working on some paving project this summer using State Aid for Road funding. Likely include in this work will be portions of Pepperrell Road, Crockett Neck, and others.
2. **Bowen Road** – The work outlined in the consent agreement at Bowen Road is completed to the Code Enforcement Department's satisfaction. I'd like to thank all of the neighborhood's residents for their patience as we worked towards this solution.
3. **KCC Unit Ventilator Repairs** – We are scheduled to meet later this month with the design team on this project to discuss a proposal to solve the freezing issue associated with exposed piping to the 9 unit ventilators installed throughout the KCC. We plan to discuss the technical approach being considered, a plan to monitor the installation to guaranty performance, and cost participation.
4. **Regional Dispatch** – I want to remind Council that we continue to work with our neighbors in southern York County to identify opportunities for cost savings and service improvements to our local dispatching operations. The Town Managers from five communities have just decided to begin meeting regularly to seriously explore this possibility.
5. **Channel 22** – Improvements to Channel 22 continue to progress – in the near future we hope to have live streaming of the Channel available on our web site, such that Kittery residents who do not have access to cable television will soon be able to watch live via the web.
6. **Wood Island Advisory Committee (WIAC)** – We are working to move forward with the brownfields cleanup grant, and a few items have come to light which may need Council's action in the near future. The National Maritime Heritage Grant, a \$200,000 matching grant award secured by the Wood Island Life Savings Station Association (WILSSA), comes with a requirement for the property owner to enter into a 20-year preservation restriction to be held by the State's Historic Preservation Office. In addition, flood insurance may be required in order to protect the grant's investment of public funds. Much more information will be forthcoming on both of these items, as we work with the State to more fully understand the details of precisely what will be required.

In addition, as was widely publicized in April, the Maine State Historic Preservation Commission determined that Wood Island was eligible to be listed on the National Register, based upon an information package assembled by WILSSA. As a result, the brownfields grant work plan will undergo a "Section 106" review by the State to ensure that any adverse impact to the historic resource is mitigated.

UNAPPROVED MINUTES

KITTERY TOWN COUNCIL

May 11, 2015

COUNCIL CHAMBERS

1. Call to Order

Chairperson Thomson called the meeting to order at 7:00 P.M.

2. Introductory

Chairperson Thomson read the introductory.

3. Pledge of Allegiance

Chairperson Thomson led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll were Chairperson Jeffrey Thomson, Councilors Russell White, Frank Dennett, Chuck Denault, Judy Spiller, Jeffrey Pelletier and Ken Lemont.

5. Agenda Amendment and Adoption –

Chairperson Thomson stated that he would like to add Item 13Q to appoint Maryann Place as the acting town manager from May 26-28 in the manager's absence. He continued he would like to move Item 13M to be the first item heard under new business.

6. Town Manager's Report –

Town Manager Puff stated that the final report for the Pepperrell Cove wave study was now available online. She continued that the conclusion of the study was that it was not feasible.

Town Manager Puff noted that Sargent Corporation was continuing to work on the sewer extension project on Route 236 and would be completing three more days of nightwork.

Town Manager Puff indicated that WILSSA had been awarded a \$250,000 grant from the National Park Service. She continued that they were seeking an additional \$200,000 from state legislature.

Town Manager Puff noted that the Planning Board was about to begin review of a proposal for a four story Hampton Inn at the outlets.

Town Manager Puff stated they had received written correspondence that the owner of the 40 Old Post Road property was going to appeal the decision.

7. Acceptance of Previous Minutes –4/27/15 Special Meeting, 4/27/15 Regular Meeting

UNAPPROVED MINUTES

29 The Special Meeting Minutes of 4/27/15 were accepted as presented. The minutes of
30 4/27/15 Regular Meeting were accepted as amended.

31 8. Interviews for the Board of Appeals and Planning Board – None

32 9. All items involving the town attorney, town engineers, town employees or other town
33 consultants or requested officials – None

34 10. PUBLIC HEARINGS -

35 a. (050215-1) The Kittery Town Council moves to hold a public hearing to approve and
36 hereby ordains an ordinance entitled “Ordinance Approving Additional Local Funds for School
37 Budget for Fiscal Year 2015-2016”.

38 Chairperson Thomson noted this public hearing was advertised in the local media on May
39 1st.

40 Superintendent Hutton noted this was a formula used by the State and additional local
41 funds were needed to be able to provide the services.

42 Chairperson Thomson then opened the public hearing and no response being heard,
43 closed the public hearing.

44 **COUNCILOR WHITE MOVED THAT THE TOWN OF KITTERY HEREBY**
45 **ORDAINS IN ACCORDANCE WITH THE SEPARATE APPROVAL REQUIREMENT**
46 **OF TITLE 20-A, SECTION 15671-A(5)(B) THAT \$2,184,322.03 BE RAISED AND**
47 **APPROPRIATED IN ADDITIONAL LOCAL FUNDS, WHICH EXCEEDS THE**
48 **STATE’S ESSENTIAL PROGRAMS AND SERVICES ALLOCATION MODEL BY**
49 **\$1,923,958.98 AS REQUIRED TO FUND THE BUDGET RECOMMENDED BY THE**
50 **SCHOOL COMMITTEE, SECONDED BY COUNCILOR SPILLER.**

51 Councilor Dennett indicated that he would be voting against this issue.

52 **A ROLL CALL VOTE WAS TAKEN WITH COUNCILOR DENNETT**
53 **OPPOSED. MOTION PASSES 6/1.**

54 b. (050215-2) The Kittery Town Council moves to hold a public hearing to approve and
55 hereby ordains an ordinance entitled “Ordinance Approving School Budget for Fiscal Year
56 2015-2016”.

57 Chairperson Thomson noted this public hearing was advertised in the local media on May
58 1st. Chairperson Thomson then opened the public hearing.

UNAPPROVED MINUTES

Drew Fitch came to the podium and stated that he supported the school budget and thought that the school needed the funds to move forward.

Colin Matzo came to the podium and stated that he agreed with Mr. Fitch and hoped Council would support the budget. Chairperson Thomson then closed the public hearing.

COUNCILOR PELLETIER MOVED THAT THE KITTERY TOWN COUNCIL HEREBY ORDAINS PURSUANT TO TITLE 20-A, SECTIONS 1485 AND 15690, THAT THE FOLLOWING SCHOOL BUDGET ARTICLES BE ADOPTED AND APPROVED FOR FISCAL YEAR 2015-2016; FOR REGULAR INSTRUCTION \$6,145,815.14, FOR SPECIAL EDUCATION \$2,751,900.50, FOR CAREER AND TECHNICAL EDUCATION \$6,380.00, FOR OTHER INSTRUCTION \$314,852.54, FOR STUDENT AND STAFF SUPPORT \$1,597,277.16, FOR SCHOOL ADMINISTRATION \$520,657.57, FOR TRANSPORTATION AND BUSES \$540,373.19, FOR FACILITIES MAINTENANCE \$1,456,822.47 FOR DEBT SERVICE AND OTHER COMMITMENTS \$1,088,367.51 AND FOR ALL OTHER EXPENDITURES \$70,000, SECONDED BY COUNCILOR WHITE.

Councilor Dennett noted that he was opposed to this as well because it was overextending its expenditures. Chairperson Thomson noted that he had received a lot of emails from residents who indicated that they would be happy to pay more in tax money to fund the school but no one seemed to note that there were people in town for who that would create a hardship for. He continued that residents also seemed to believe that the schools have fallen behind but he thought that a lot of projects and had been completed to better the school district. Chairperson Thomson indicated that he wished that more residents would support an increase in the municipal budget as that would help the town as a whole.

A ROLL CALL VOTE WAS TAKEN WITH COUNCILOR DENNETT OPPOSED. MOTION PASSES 6/1.

c. (050215-3) The Kittery Town Council moves to hold a public hearing to approve and hereby ordains an ordinance entitled "Ordinance Approving Transfer of Year-End Balances to Dedicated Accounts".

Chairperson Thomson noted this public hearing was advertised in the local media on May 1st. Chairperson Thomson then opened the public hearing and no response being heard, closed the public hearing.

COUNCILOR PELLETIER MOVED THAT THE TOWN OF KITTERY HEREBY ORDAINS THAT \$352,894 BE TRANSFERRED FROM THE SCHOOL'S AUDITED 2013-2014 FISCAL YEAR UNDESIGNATED GENERAL FUND BALANCE, AND BE EXPENDED AS FOLLOWS, \$0 FOR THE SCHOOL MAINTENANCE DEDICATED ACCOUNT, \$150,000 FOR THE SCHOOL SPECIAL EDUCATION

UNAPPROVED MINUTES

**DEDICATED ACCOUNT, \$192,894.00 FOR THE UNFUNDED LIABILITIES
DEDICATED ACCOUNT, \$0 FOR THE SCHOOL TECHNOLOGY DEDICATED
ACCOUNT AND \$10,00 FOR THE SCHOOL CO/EXTRA CURRICULAR SUCCESS
DEDICATED ACCOUNT, SECONDED BY COUNCILOR DENAULT.**

**A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES
7/0.**

11. Discussion

a. Discussion by members of the public –

George Dow came to the podium and noted relative to Chairperson Thomson's comments that maybe the municipal budget should go in front of the voters like the school budget does.

Dan Poulin came to the podium and stated that he had been charged for two building permits and he did not understand why that had happened.

b. Response from Chairperson –

Chairperson Thomson responded to Mr. Dow that change would require a Charter Commission.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

m. (050215-16) The Kittery Town Council moves to sign a resolution regarding Chapter 16.5 Building/Regulated Activity Permits relating to expired permits and renewal fees.

Chairperson Thomson indicated that this was a proposal by the Manager and staff to come up with a fair remedy to the issue. He continued that it would need to be a code change. Town Manager Puff stated that the ordinance omitted a renewal fee for a building permit and Council could resolve this issue by putting the fee into the code. She continued that it may be more appropriate to have an extension with a time limit. Chairperson Thomson read the resolution to address the issue. Councilor Dennett indicated the changes he thought needed to the resolution and thought that it would be better to come up with a proposal to clean the issue up. Chairperson Thomson stated that he thought a code amendment would be coming before Council quickly and had no issue moving forward at this point.

UNAPPROVED MINUTES

**CHAIRPERSON THOMSON MOVED TO SIGN A RESOLUTION REGARDING
CHAPTER 16,5 BUILDING/REGULATED ACTIVITY PERMITS RELATING TO
EXPIRED PERMITS AND RENEWAL FEES, SECONDED BY COUNCILOR WHITE.**

**A ROLL CALL VOTE WAS TAKEN WITH COUNCILOR DENNETT
OPPOSED. MOTION PASSES 6/1.**

a. Donations/gifts received for Council disposition -

(050215-4) The Kittery Town Council moves to accept a donation in the amount of
\$100 from Sharon McLaughlin for the Community Center and to deposit said funds in account
#2063-43600.

**COUNCILOR PELLETIER MOVED TO ACCEPT A DONATION IN THE
AMOUNT OF \$100 FROM SHARON MCLAUGHLIN FOR THE COMMUNITY
CENTER TO DEPOSIT SAID FUNDS IN ACCOUNT \$2063-43600, SECONDED BY
COUNCILOR DENAULT WITH ALL IN FAVOR. MOTION PASSES 7/0.**

b. (050215-5) The Kittery Town Council moves to approve a renewal application from
Sonmat, Inc., 7 Wallingford Square, Unit 102, Kittery for a Malt, Spirituous and Vinous Liquor
License for Anju Noodle Bar, 7 Wallingford Square, Unit 102.

c. (050215-6) The Kittery Town Council moves to approve a renewal application from
Badger's Island Pizza LLC, 30 Remicks Lane, Kittery for a Malt, Spirituous and Vinous Liquor
License for Badger's Island Pizza, 3 Island Ave.

d. (050215-7) The Kittery Town Council moves to approve a renewal application from
Stella's Sweet Café, 21 Chauncey Creek Road, Kittery Point for a Malt, Spirituous and Vinous
Liquor License for Stella's Sweet Café, 1 Government Street, Suite 3.

e. (050215-8) The Kittery Town Council moves to approve a renewal application from
Robert's Maine Grill, 326 Route 1, Kittery for a Malt, Spirituous and Vinous Liquor License for
Robert's Maine Grill, 326 Route 1.\

f. (050215-9) The Kittery Town Council moves to approve a renewal application from
WLH Management Corp., 149 Mendums Landing, Barrington, NH for a Malt, Spirituous and
Vinous Liquor License for Warren's Lobster House, 11 Water Street.

g. (050215-10) The Kittery Town Council moves to approve a renewal application from
Weathervane Seafoods, 31 Badgers's Island West, Kittery for a Malt, Spirituous and Vinous
Liquor License for Weathervane Seafoods, 31 Badger's Island West.

**COUNCILOR DENNETT MOVED TO APPROVE ITEMS 13B THROUGH G,
SECONDED BY COUNCILOR PELLETIER.**

UNAPPROVED MINUTES

157 **A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES**
158 **7/0.**

159 h. (050215-11) The Kittery Town Council moves to approve the disbursement warrants.

160 **CHAIRPERSON THOMSON MOVED TO APPROVE THE DISBURSEMENT**
161 **WARRANTS, SECONDED BY COUNCILOR PELLETIER WITH ALL IN FAVOR.**
162 **MOTION PASSES 7/0.**

163 i. (050215-12) The Kittery Town Council moves to authorize the Kittery Block Party
164 Committee to hang a banner across Rogers Road in front of the Community Center from June 8th
165 to June 22nd for the Kittery Block Party.

166 **COUNCILOR SPILLER MOVED TO AUTHORIZE THE KITTERY BLOCK**
167 **PARTY COMMITTEE TO HANG A BANNER ACROSS ROGERS ROAD IN FRONT**
168 **OF THE COMMUNITY CENTER FROM JUNE 8TH TO JUNE 22ND FOR THE**
169 **KITTERY BLOCK PARTY, SECONDED BY COUNCILOR WHITE.**

170 **A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES**
171 **7/0.**

172 j. (050215-13) The Kittery Town Council moves to schedule a public hearing for the FY
173 '16 Budget.

174 **COUNCILOR PELLETIER MOVED TO SCHEDULE A PUBLIC HEARING**
175 **FOR THE FY'16 BUDGET ON JUNE 8TH, SECONDED BY COUNCILOR WHITE.**

176 **A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES**
177 **7/0.**

178 k. (050215-14) The Kittery Town Council moves to schedule a public hearing to receive
179 comments on Town Meeting Articles 2 through 7 for the June 9th election.

180 **COUNCILOR SPILLER MOVED TO SCHEDULE A PUBLIC HEARING TO**
181 **RECEIVE COMMENTS ON TOWN MEETING ARTICLES 2 THROUGH 7 FOR THE**
182 **JUNE 9TH ELECTION ON JUNE 8TH, SECONDED BY COUNCILOR PELLETIER.**

183 **A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES**
184 **7/0.**

185 l. (050215-15) The Kittery Town Council moves to approve a request from Kittery/Eliot
186 VFW Memorial Post 9394 to hold the Memorial Day Parade and Ceremonies on Sat. May 23rd
187 beginning at 9:00 A.M. on Walker Street.

UNAPPROVED MINUTES

COUNCILOR SPILLER MOVED TO APPROVE A REQUEST FROM KITTERY/ELIOT VFW MEMORIAL POST 9394 TO HOLD THE MEMORIAL DAY PARADE AND CEREMONIES ON SAT. MAY 23RD BEGINNING AT 9:00 A.M. ON WALKER STREET, SECONDED BY COUNCILOR PELLETIER.

A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES 7/0.

n. (050215-17) The Kittery Town Council moves to reconsider its vote on the ordainment of Title 4.2.3 Procedures F1 of the Kittery Town Code.

COUNCILOR DENNETT MOVED TO RECONSIDER IT VOTE ON THE ORDAINMENT OF TITLE 4.2.3 PROCEDURES F1 OF THE KITTERY TOWN CODE, SECONDED BY COUNCILOR PELLETIER.

A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR.

A ROLL CALL VOTE WAS TAKEN ON THE ORIGINAL MOTION WITH AMENDMENTS WITH ALL IN FAVOR. MOTION PASSES 7/0.

o. (050215-18) The Kittery Town Council moves to schedule a public hearing pursuant to Section 6.11 (2) of the Town Charter to approve and ordain a 3-year waste handling agreement with EcoMaine.

COUNCILOR WHITE MOVED TO SCHEDULE A PUBLIC HEARING PURSUANT TO SECTION 6/11(2) OF THE TOWN CHARTER TO APPROVE AND ORDAIN A 3 YEAR WASTE HANDLING AGREEMENT WITH ECOMAINE ON MAY 27TH, SECONDED BY COUNCILOR PELLETIER WITH ALL IN FAVOR. MOTION PASSES 7/0.

p. (050215-19) The Kittery Town Council moves to authorize free Fort Foster passes for the crew and families of the USS Annapolis.

COUNCILOR SPILLER MOVED TO AUTHORIZE FREE FORT FOSTER PASSES FOR THE CREW AND FAMILIES OF THE USS ANNAPOLIS, SECONDED BY COUNCILOR DENAULT.

A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES 7/0.

q. The Kittery Town Council moves to appoint Maryann Place as acting Town Manager from May 26th through May 28th during the manager's absence.

UNAPPROVED MINUTES

**COUNCILOR PELLETIER MOVED TO APPOINT MARYANN PLACE AS
ACTING TOWN MANAGER FROM MAY 26TH THROUGH MAY 28TH DURING THE
MANAGER'S ABSENCE, SECONDED BY COUNCILOR WHITE.**

**A ROLL CALL VOTE WAS TAKEN WITH ALL IN FAVOR. MOTION PASSES
7/0.**

14. COUNCILOR ISSUE OR COMMENT

Councilor Dennett indicated that the finance manager had done a great job recently getting reimbursed by the State for expenses.

Councilor Denault stated that the previous Wednesday had been the boyscout merit badge for community ceremony. He thanked the Town Manager for coming on such short notice and stated that it was a great night.

15. COMMITTEE AND OTHER REPORTS

a. Communications from the Chairperson –

Chairperson Thomson noted that next Tuesday was the final free community lecture at the KCC.

Chairperson Thomson indicated that the second meeting in May would be held on Wednesday, May 27th due to the holiday.

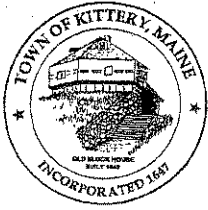
b. Committee Reports –

Councilor Spiller noted that WILSSA had met the previous Saturday and had started to develop a maintenance plan. She continued they would likely be bringing forward something to Council in the near future.

16. EXECUTIVE SESSION – None

17. ADJOURNMENT

**COUNCILOR PELLETIER MOVED TO ADJOURN, SECONDED BY
COUNCILOR DENAULT WITH ALL IN FAVOR. MEETING ADJOURNED AT 8:07
P.M.**



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED
NOV 12 2014

BY: 9:30 AM

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Matt Brock

RESIDENCE: 50 Goodwin Rd Kittery Pt, ME 03905

MAILING (if different) _____

E-MAIL ADDRESS: MATBROCK1@COMCAST.NET PHONE #: (Home) _____ (Work) _____

207 752 2223

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|--|---|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Comprehensive Plan Update Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Recycling Scholarship Selection Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Port Authority | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input type="checkbox"/> Other _____ |

EDUCATION/TRAINING: environmental lawyer

RELATED EXPERIENCE (Including other Boards and Commissions) _____

Town Council; KCC Board + Planning;
Open Space Comm.

PRESENT EMPLOYMENT: N/A

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST: NO

REASON FOR APPLICATION TO THIS BOARD: interest in land use /

planning
I HAVE ☒ HAVE NOT ☐ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

MB
SIGNATURE OF APPLICANT

11/12/2014
DATE



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

Rec'd
12/11/14
KAE
3:30
P

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Deborah Lynch (Deb)

RESIDENCE: 358 Haley Road, Kittery Point, ME 03905

MAILING (if different) _____

E-MAIL ADDRESS: deblynch@kw.com PHONE #: Cell 603-396-5401 (Work) _____
(Home) _____

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|--|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Cable Television Rate Regulation Board | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Recycling Scholarship Selection Comm. | <input type="checkbox"/> Community Center Bldg. Comm./Rec. Comm. |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Port Authority | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input type="checkbox"/> Other _____ |

EDUCATION/TRAINING: RW Traip Academy & Franklin Pierce University

RELATED EXPERIENCE (Including other Boards and Commissions) Realtor in ME & NH
since 1990, Propert/Site Manager of sub-divisions, new contruction & condo-conversions

Currently on Board of Trustees at York Elks and previous Portsmouth Elks Trustee

PRESENT EMPLOYMENT: KW Commercial (Keller Williams Coastal Realty in Portsmouth)

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST: none

REASON FOR APPLICATION TO THIS BOARD: Get involved with the community

I HAVE ☐/HAVE NOT ☒ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Deborah J. Lynch
SIGNATURE OF APPLICANT

12/7/2014
DATE

York River Wild and Scenic Study

Brief History and Background

Brief History of York River Wild and Scenic Study

Since 2009, the locally-based group Friends of the York River -- which includes residents, town leaders, and others interested in river conservation -- has been leading an exploratory effort to determine whether a National Wild and Scenic Partnership Riverⁱ designation might be an appropriate way to recognize, manage, and protect the York River and its associated resources.

With support from the York and Eliot Boards of Selectmen and Kittery Town Council, Representative Chellie Pingree (ME-1) asked the Northeast Region of the National Park Service to undertake a reconnaissance survey to evaluate the York River as a candidate for a potential Wild and Scenic River designation and as a step toward a full Wild and Scenic River Study. The National Park Service completed a reconnaissance survey in 2013 and concluded that the York River would be a good candidate for a Wild and Scenic Study.ⁱⁱ

In 2014, subsequent to a bill submitted by Senator Angus King (I-2), the US Congress approved an amendment of the Wild and Scenic Rivers Act "to designate segments of the York River and associated tributaries for study for potential inclusion in the National Wild and Scenic Rivers System."ⁱⁱⁱ At this point in time, only the study of the York River is being conducted.

Purpose of the Study

The congressionally authorized Wild and Scenic Study is intended to determine whether the York River is eligible and suitable for designation as a Partnership National Wild and Scenic River, and to determine if such a designation is appropriate for the communities of Eliot, Kittery, and York.

The Study provides an opportunity for the towns to work together across their boundaries on a watershed scale to gather important information and identify issues and goals for this shared resource. The end result will be the publication of a York River Management and Stewardship Plan.

Purpose of the Study Committee

The Study Committee will be composed of local appointees and partner organizations to oversee the study of the York River, to share information among the communities and partners, and to ultimately publish and publicize the Management and Stewardship Plan. With input from the residents of the three communities, the Study Committee, together with the National Park Service, will ultimately determine whether or not a designation of the York River as a Partnership Wild and Scenic River should be pursued. Both the study development process and the plan will be of great value, whether designation is or is not pursued.

Study Committee Membership

Members will be appointed by the Board of Selectmen/Town Council in each of the three towns. Ideally, each member of the Study Committee will be a recognized community leader and will share an excitement about the knowledge to be gained from the studies of the York River and in identifying

issues and goals for the York River and its resources. Each Board of Selectmen and Town Council will be asked to nominate one member of the Study Committee to serve as liaison with its Board/Council. The liaison members will be asked to have regular, periodic meetings with its Board/Council to answer questions and keep each community apprised of the progress of the study. Non-voting members will include partner organizations such as the National Park Service, a Maine State Agency or Agencies, and possibly other interested entities (e.g., Chamber of Commerce).

Recommended Study Committee Size

Between 11 and 15 voting members will be appointed by the Boards of Selectmen/Town Council. With an 11-member committee, one possible scenario could be 7 members from York and 2 from Kittery and 2 from Eliot. Perhaps more important than individual town residency, and the exact representation from each town, is the level of engagement, interest, and skills of the persons serving on the Committee.

Option for Committee's Decision-Making Process

Decisions will be made by "substantial consensus" with provisions for a majority 2/3rds vote if needed.

Time Commitment

Members will be appointed for three years. Members likely should expect to prepare for and attend monthly meetings and to do some outside work toward completion of the management plan, for example, outreach to the community. Subcommittees may form around key issues and interests, may be very active and important, and will choose their own meeting times and methods of work. Staff support will be provided to the overall committee and subcommittees, but much will also be expected from the members themselves if the full potential of the studies is to be realized. We must realize, however, that some people may be unable to serve the full three years and should be aware that vacancies will occur throughout the Study period. If a vacancy occurs, the Study Committee will assess the skills lost with the member's resignation from the Committee and make a recommendation(s) to the three Boards of Selectmen/Town Council, who will appoint a replacement member.

Date to have Study Committee in place

August 2015

ⁱ The Wild & Scenic Rivers Act was enacted by Congress in 1968 as a means to protect and recognize natural rivers and their immediate environments that possess outstanding remarkable scenic, recreational, geological, fish and wildlife, historic, cultural or other similar values that should be preserved in free flowing conditions.

ⁱⁱ Wild and Scenic River Reconnaissance Survey of the York River. National Park Service Northeast Region. December 2013.

ⁱⁱⁱ H.R.2197 in the 113th Congress, 2D Session, IIB forward.

York River Wild and Scenic Partnership – Preliminary List of Interests/Interest Groups

Here are some thoughts about people/interests/groups to include on a Partnership Wild and Scenic York River Study Committee.

The York River Steering Committee's initial discussion suggested that the Study Committee ideally should have upwards of 11 representatives from the three towns (York, Kittery, Eliot), which will include a couple of people from the existing Steering Committee to ensure continuity. Based on Partnership Wild and Scenic priorities/values, the following is a preliminary list of interests/interest groups the Steering Committee may consider.

Some interests/groups may be more or less important to include on the Study Committee and others may be needed. Please, note that each interest/group need not be represented by a different individual. Hopefully, some designees will be selected to represent multiple interests; otherwise, the Study Committee may end up being an overly large and unwieldy. The responsibility to represent multiple interests may help members recognize the value of crossing strict boundaries about interests to develop consensus. A good rule of thumb is to appoint people who are generally respected and recognized as leaders in the community(ies) and who would share an enthusiasm and interest in achieving the goals of the Study.

Drinking Water & Waste Water Disposal

- Water Districts
- Homeowners (very small number use river or watershed for source water)
- Businesses (if any use river or watershed for source water)

Historic and Cultural Assets

- Local, regional, and state historic preservation organizations
- Local, regional, and state outdoor recreation interests (snowmobiling, boating, fishing, hunting, birding, hiking, camping, biking, etc.)

Conservation/natural resource protection

- Local and regional land trusts
- Local, regional, state, and federal natural resource interests

Agriculture/Forestry Land Uses

- local, regional, and state proprietors and industry groups

Economic Interests

- Local and regional chambers of commerce and innkeeper associations (representing tourism interests)
- Large landowners – developed as well as undeveloped land
- Commercial and recreational fishing
- Real Estate community
- Utilities (CMP)

Protected Lands and Public Interest

- Large conservation landowners
- State and federal agencies

Natural and Built Restrictions

- Local public works departments
- Regional and state transportation agencies

Homeowners, generally

Schools/youth of various ages

April 2015

York River Community Meetings

Please join us

- For an update on the study of the York River and the Partnership Wild and Scenic River Program
- To discuss the formation of a York Wild and Scenic River Study Committee



YORK

Thursday, April 2, 2015, 7 - 9 pm

York Public Library

15 Long Sands Road, York

And/or

ELIOT

Monday, April 6, 2015, 6 - 8 pm

William Fogg Library

116 Old Road, Eliot

Light Refreshments will be served

For more information, contact Chuck Ott, cott1@maine.rr.com, 207-332-9298 or
Jennifer Fox, foxhaus@outlook.com, 603-502-2948.

Carol Donnelly, Chair
Jamie Fosberg
Paul Dest
Bernadine Speers

YORK RIVER STEERING COMMITTEE

Karen Arsenault
Jennifer Fox
Chuck Ott
Helen Winebaum

APPLICATION FOR MEMBERSHIP

York Wild and Scenic River Study Committee

PLEASE FILL OUT AND RETURN TO THE YORK TOWN MANAGER'S OFFICE

186 York Street, York, ME 03909

Application Due by April 21, 2015

Name: _____ Date: _____
Physical Address: _____
Mailing Address: _____
Home Telephone: _____ Mobile Telephone: _____
Email: _____ State of Residency: _____

If desired, feel free to extend comments onto back page or on an additional sheet of paper.

1. Why do you wish to serve?

2. What interests, skills, and/or other relevant background experience would you contribute to the Committee? *(A good candidate for the York River Study Committee will have a broad interest and some level of knowledge and/or inquisitiveness about the ecology, recreation, history, culture, and/or the economic values of the York River. Please refer to the two attachments – Preliminary List of Interests and History and Formation of a Study Committee.)*

3. What connections to the community do you have in the watershed and/or region that could be helpful to the study process, contributing to the collection and distribution of information relating to the York River?
4. Though not necessary, please, feel free to submit supporting materials to elaborate on the types of skills you would bring to the Study Committee.

Selection Process

The York River Steering Committee will review applications that are submitted by April 21, 2015 and recommend a slate of individuals who have a broad mix of interests and knowledge about the York River to the Eliot and York Boards of Selectmen and the Kittery Town Council. Each Board and Council will be asked to consider the proposed slate in its appointment of the York River Study Committee and also nominate a member to specifically serve as its liaison with the Study Committee.

BELOW IS FOR STEERING COMMITTEE USE ONLY

Received Date: ____/____/____ Received By: _____

Appointment Date: ____/____/____ (Town of Eliot)

Appoint Appointment Date: ____/____/____ (Town of Kittery)

Appointment Date: ____/____/____ (Town of York)

2 of 2

For more information, contact
Chuck Ott, cott1@maine.rr.com, 207-332-9298 or Jennifer Fox, foxhaus@outlook.com, 603-502-2948.
<http://www.yorkmaine.org/Departments/CommunityDevelopment/StudyPages/YorkRiverWildandScenic.aspx>

Application Due by April 21, 2015



**National
Park Service
U.S. Department
of the Interior**

Partnership Rivers News is published by the Partnership Rivers in the Wild & Scenic Rivers Program.

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For more information:
www.nps.gov/pwsr

The National Park Service cares for the special places saved by the American people so that all may experience our heritage.

**EXPERIENCE
YOUR AMERICA**

What is a Partnership Wild and Scenic River?

Over the past 20 years, river conservation interests at the local, state, and federal levels have worked collaboratively to use the National Wild and Scenic Rivers Act in an effective, partnership-based approach to national river conservation and designation. Once dubbed "Private Lands Rivers," this growing collaborative of rivers has been recognized by the US Congress as a distinct and locally responsive application of the Wild and Scenic Rivers Act.

Partnership Wild and Scenic Rivers, as they are now referred to, are federally designated components of the National Wild and Scenic Rivers System that share the following:

- No lands are federally owned, and federal ownership and management are not authorized in legislation or recommended in the River Management Plan (see below).
- Administration of the designation and implementation of the Management Plan are accomplished through a broadly participatory "Council" or "Committee" organized on each river specifically for this purpose.
- Land use continues to be governed by local communities and state statutes, as prior to designation.
- On designated rivers the National Park Service is responsible for reviewing federally funded, sponsored or licensed projects to ensure federal consistency in pre-

serving the identified "Outstandingly Remarkable Values" for which the river was designated. This responsibility is coordinated with each river's council or committee. NPS is also authorized to provide technical and financial assistance to the river organizations.

- The River Management Plan is locally developed and implemented through a broadly participatory process. The plan is locally approved and endorsed by relevant state and federal authorities prior to federal designation. The plan forms the basis of the designation and guides post-designation management.
- The costs and responsibilities associated with managing and protecting river resources are shared among all of the partners—local, state, federal, and non-governmental. Landowner participation and volunteerism are essential elements of the partnership.

Outside of this basic, shared framework, Partnership Rivers vary widely in the details of their administration and management, which are based on their wide-ranging physical, biological, and political characteristics.

As new rivers are designated, the model will evolve and adapt. We hope and believe that the basic tenets outlined above can continue to serve as a guide for existing and future Partnership Wild and Scenic Rivers.

—A Message From the Partnership Rivers



Wild & Scenic Rivers—Partnership Program Contact Information

Comments? Contact:

**National Program
Manager:**
Charlie Stockman
Charlie_Stockman@nps.gov
202-354-6907

Northeast Program Managers:

Boston:
Jamie Fosburgh
Jamie_Fosburgh@nps.gov
617-223-5191

Philadelphia:
Chuck Barscz
Charles_Barscz@nps.gov
215-597-6482

Local Contacts

Farmington River
www.FarmingtonRiver.org

Great Egg Harbor River
www.greategg.org

Lamprey River
www.lampreyriver.org

Lower Delaware River
www.state.nj.us/drbc/wild_scenic.htm

Maurice River
www.cumauriceriver.org/pages/maurice.html

Sudbury, Assabet, and Concord Rivers
www.sudbury-Assabet-Concord.org

Wekiwa River
www.floridastateparks.org/wekiwasprings

White Clay Creek
<http://mercury.ccil.org/~wcwa/>

NPS Contacts

Liz_Lacy@nps.gov
860-379-0282

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215-597-5823

Margaret_Watkins@nps.gov
603-226-3240

William_Sharp@nps.gov
215-597-1655

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Lee_Steppacher@nps.gov
617-223-5225

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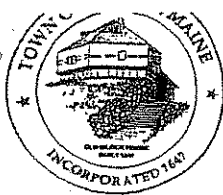
Helping communities preserve and manage their own rivers in the National Wild and Scenic Rivers System

York River Watershed

York River Watershed Area by Town

York =	23.25 square miles
Eliot =	4.75 square miles
Kittery =	3.25 square miles
South Berwick =	1.75 square miles
Total =	33 square miles





6/7

TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, Maine 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR VICTUALERS, INNKEEPERS,
AND LODGING HOUSE OPERATORS LICENSE

Applicant's name: Graciano's INC
(please print)

Residence Address: 7A Commercial St Kittery ME 03904
(please print)

Applicant's mailing address if different from above: _____

Applicant's Date of Birth: _____ Applicant's Home Telephone Number: 401 500-6506

Name of Business: Thai Lotus Restaurant
(please print)

Business Address: 340 US Route 1 suite 9 Kittery ME 03904
(please print)

Business Telephone Number: 207-703-2366

SIGNATURE OF APPLICANT: [Signature] DATE: 5/19/15

APPLICANT'S NAME: Jose A. Graciano Sr.
(please print)

LICENSE FEE: \$ _____

FIRST TIME APPLICATIONS: \$50.00
RENEWAL OF LICENSE: \$25.00

PLEASE SUBMIT THIS FORM WITH THE APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE

Sample Ballot
Town Meeting Election
Kittery, Maine
June 9, 2015

Instructions to Voters

- ♦ To vote for the candidate of your choice, fill in the oval to the left, like this: ☐
- ♦ To vote for a write-in candidate, fill in the oval to the left of the write-in space and write in the person's name.
- ♦ To have your vote count, do not erase or cross out your choice.
- ♦ If you make a mistake, ask for a new ballot.

Article 2: Shall the town vote to authorize Town Council to transfer up to \$125,000 from unassigned funds (unencumbered surplus) and appropriate and expend up to \$125,000 when necessary into account #2022 Compensated Absences, to maintain a positive fund balance to pay for accrued vacation and /or sick leave to settle any unpaid benefits owed to retiring employees in FY'16?

Town Council Recommends - Vote: Yes 7 No 0

Explanation: The purpose of this article is to provide funds when and if necessary in FY'16, to pay for accrued benefits owed retiring employees. This article transfers funds from the town's unassigned funds (unencumbered surplus) when a municipal employee retires. The reserve account balance is currently \$15,537.04. The purpose of this article in FY'16 is to pay only claims during the year to meet the town's liability and to return the reserve fund to a positive balance.

☐ Yes

☐ No

Article 3: Shall the town vote to authorize Town Council to transfer an amount not to exceed \$25,000 from unassigned funds (unencumbered surplus) when necessary and appropriate and expend up to \$25,000 for the purpose of paying the town's cost on accepted insurance claims against the town?

Town Council Recommends - Vote: Yes 7 No 0

Explanation: The article requests exposing up to \$25,000 from the town's unassigned funds (unencumbered surplus) for use, when necessary, to pay the deductible and other associated costs on insurance claims instead of raising an amount from taxation within the town budget.

☐ Yes

☐ No

Article 4: Shall the town vote to authorize Town Council to transfer an amount not to exceed \$100,000 from unassigned funds (unencumbered surplus) when necessary and appropriate and expend up to \$100,000 for the purpose of providing the town's match to federal, state and non-profit grants?

Town Council Recommends - Vote: Yes 7 No 0

Explanation: The Town Council expects continued applications to be filed for grants in a variety of areas by different town departments to assist with the operations and capital purchases. These grants, if successful, often require a local match to be raised. The article requests that up to \$100,000 from the town's surplus be transferred by the Town Council for the local match share of grants when received and accepted by the Town Council.

☐ Yes

☐ No

Article 5: Shall the town vote to authorize Town Council to transfer from unassigned funds (unencumbered surplus) an amount not to exceed \$40,000, when necessary and appropriate, and expend said amount to cover shortfalls in the FY'16 town departments' fuel accounts due to the unpredictable fuel pricing markets?

Town Council Recommends - Vote: Yes 7 No 0

Explanation: The article is a result of the review of individual departments' vehicle and heating fuel accounts and the unstable fuel market pricing. This account would provide departments, who have exhausted their allocated fuel budgets, access to emergency fuel funds. The Town Council favored keeping the FY'16 fuel and utility accounts as low as possible, with the concept of this article exposing surplus funds as a safety net in case the market remains unstable.

☐ Yes

Article 6: Shall the town vote to authorize Town Council to transfer an amount not to exceed \$40,000 from unassigned funds (unencumbered surplus) when necessary and appropriate and expend said amount for the purpose of providing the town's General Assistance Program as required by town, state and federal laws in FY'16?

Town Council Recommends - Vote: Yes 7 No 0

Explanation: The General Assistance Program is budgeted from the town's operational budget each year. The program assists town citizens with welfare type services by following very strict state and federal guidelines for income eligibility within the General Assistance Ordinance. This article proposes to create a method, as in past years, for the Town Council to keep the General Assistance budget at level funding. If the General Assistance costs exceed the budget, this article would allow the Council to transfer an amount up to \$40,000 from surplus to cover the overage.

☐ Yes

☐ No

Article 7: Shall the Town vote to authorize Town Council to transfer an amount not to exceed \$50,000 when necessary from the unassigned funds (unencumbered surplus) and to appropriate and expend said amount at the discretion of the Town Council to pay for emergency repairs and energy efficiency improvements to town-owned facilities that are not contemplated in the regular FY'16 operating budget?

Town Council Recommends - Vote: Yes 7 No 0

Explanation: Occasionally, repairs to town facilities are needed that have not been budgeted. In addition, energy efficiency projects are being identified to further save the town funds. This Article allows the Town Council the discretion to make emergency facility repairs and undertake energy efficiency projects through the use of up to \$50,000 from the Town's unassigned funds (unencumbered surplus).

☐ Yes

☐ No



CONTRACT MEMBER MUNICIPALITY
WASTE HANDLING AGREEMENT

This Agreement, dated as of _____, is entered into by and between **THE TOWN OF Kittery**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ecomaine**, a Maine non-capital stock nonprofit corporation .

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** is willing and able to operate a solid waste disposal system and to accept and process the MUNICIPALITY'S solid waste upon the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

Article I

Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the Municipality characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

- (1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that

the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and

(2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

B. Agreement means this Agreement, as it may be amended from time to time.

C. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.

D. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

E. Effective Date means July 1, 2015.

F. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

G. **RESERVED**

H. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

I. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

J. Municipal Waste means Acceptable Waste, excluding Recyclable Materials, for which Tipping Fees are paid by the MUNICIPALITY and which (i) was delivered to the MUNICIPALITY'S transfer station or (ii) was otherwise collected by or on behalf of the MUNICIPALITY.

K. Pit means the storage area or areas at the Site from which Acceptable Waste will be extracted for disposal or other Handling.

L. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

M. Recyclable Materials shall mean solid materials, which are Acceptable Waste and from which resources other than energy may be recovered by **ecomaine** through collection, processing and recovery. The present list of accepted Recyclable Materials is: newsprint, old mail, catalogs, paperback books, magazines, office paper, paperboard, boxes, paper bags, corrugated cardboard, paper egg cartons, milk cartons, juice cartons, all #1 - #7 rigid plastic containers, milk jugs, water jugs, detergent bottles, bleach bottles, clear & colored glass bottles, metal cans, and aluminum. **ecomaine** may, from time to time, add materials to this list.

N. Recycle means to recover, separate, collect and reprocess Recyclable Materials for sale or reuse other than use as a fuel for the generation of heat, steam or electricity.

O. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessable Wastes.

P. Shutdown means a full or partial cessation of operation of the Facility.

Q. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.

R. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

S. Substitute Facility means any facility or landfill for disposal of Solid Waste not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Acceptable Waste of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's Waste to substitute facilities that are not properly licensed to handle and accept such Waste.

T. Tipping Fee means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Article VI hereof.

U. Ton means a quantity of 2,000 pounds.

V. Unacceptable Waste means that portion of Solid Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.

W. Waste means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

X. Weight Slip means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

Article II

Representations, Warranties and Covenants

A. **ecomaine** warrants and represents to the MUNICIPALITY the following:

- (1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.
- (2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.)
- (3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine's** by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

B. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

- (1) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).
- (2) There is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or to the best of the knowledge of the MUNICIPALITY, any basis therefore, wherein an unfavorable decision, ruling or finding would adversely

affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(3) The MUNICIPALITY is not party to any agreement (except this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise. Without limiting the foregoing provision, **ecomaine** acknowledges that the MUNICIPALITY has entered into a recycling services agreement with a third party, and that agreement does not have an adverse effect on the MUNICIPALITY's ability to carry out its obligations under this Agreement and does not have a materially adverse effect on the MUNICIPALITY's properties, assets, operations or condition, financial or otherwise.

(4) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

Article III

Operation of the System

A. **ecomaine** shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

B. **ecomaine** shall be solely responsible for and exclusively entitled to any Acceptable Waste and Recyclable Materials deposited at the Site and any benefits derived therefrom.

C. **ecomaine** shall be obligated to Handle all Residue generated by the Facility.

Article IV

Delivery Of Waste Materials To The Site

A. Commencing upon the Effective Date, the MUNICIPALITY will deliver or cause to be delivered to the Site all Municipal Waste. **ecomaine** will Handle as provided herein all Municipal Waste delivered to the Site.

B. Fees. The Tipping Fees for Municipal Waste shall be as set forth in Article VI.

Article V

Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles which are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours. **ecomaine** may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste and Recyclable Materials during Delivery Hours for all Business Days.

B. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such Waste. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

C. **ecomaine** shall estimate the quantity of Waste and Acceptable Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, the MUNICIPALITY, at its expense, may have its Waste weighed at an alternative State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

D. Waste which is delivered to the Site and which is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Title to and responsibility for all

Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

E. Neither **ecomaine**, nor the MUNICIPALITY shall knowingly permit deliveries by the MUNICIPALITY or its employees, agents or contractors of Hazardous Waste to the Site.

F. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

Article VI

Tipping Fees

A. The MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Municipal Waste delivered to the Site.

B.. The Tipping Fee for all Municipal Waste delivered to the Site for Handling by **ecomaine**, shall be equal to the sum of Fifty Seven Dollars and Forty-Two Cents (\$57.42) per Ton from the Effective Date until June 30, 2016, at which time and annually thereafter, the sum shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding, no single, annual adjustment will exceed 7% in any one year.

C. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice for all Tipping Fees and any other amounts due from the MUNICIPALITY for Waste deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. If requested by the MUNICIPALITY, Weight Slips shall be attached to the invoice for reconciliation purposes. The MUNICIPALITY shall pay the amount set forth in each such invoice on or before fifteen (15) days after issuance of the invoice. If the MUNICIPALITY fails to pay any invoice when due, the MUNICIPALITY shall be obligated to pay such invoice together with a late charge equal to one and one-half percent (1 ½%) per month on the unpaid portion of that invoice.

D. The MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

Article VII

Force Majeure

Provided that each party gives written notice to the other of such event, neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- A. Acts of God, hurricane, tornado, lightning, or earthquake;
- B. Acts of war, civil insurrection or terrorism;
- C. Fire or flood not caused by the party unable to perform; or
- D. Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any Permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

Article VIII

Damage, Destruction, Closure

If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or if handling of Waste at the Facility is otherwise terminated, **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article IX

Term of Agreement

- A. This Agreement shall be effective upon the Effective Date and remain in effect until June 30, 2018, unless sooner terminated pursuant to the terms hereof.
- B. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article X

Remedies for Nonperformance

A. In the event that the MUNICIPALITY fails to make payment of any amounts due as provided in this Agreement, **ecomaine** may, following thirty (30) days written notice, terminate this Agreement.

B. Unless caused by force majeure as provided in Article VII hereof, in the event that **ecomaine** fails to Handle Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY for a period of at least seven (7) consecutive Business Days, the MUNICIPALITY may terminate this Agreement by written notice received by **ecomaine** within seven (7) Business Days of said failure.

C. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

D. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article XI

Assignment/Delegation

A. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party.

B. **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

C. Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Providers of Credit Enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights

under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

- (1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.
- (2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.
- (3) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.
- (4) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.
- (5) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right to operate the Site (subject to the other terms hereof). The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

Article XII

Non-Discrimination

ecomaine shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

- A. In the persons served, or in the manner of service; or
- B. In the hiring, assignment, promotion, salary determination, or other conditions of employment.

Article XIII

Applicable Law

The laws of the State of Maine shall govern the validity, interpretation, construction and performance hereof.

Article XIV

Amendment Of Agreement

No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require the written consent of such assignee shall also be required before any amendment becomes effective.

Article XV

Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

Article XVI

Notices

All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102

With a copy to: Mark Bower, Esq.
Jensen Baird Gardner & Henry
Ten Free Street, P.O. Box 4510
Portland, ME 04112

If to MUNICIPALITY:

Nancy Colbert Puff, Town Manager
Town of Kittery
200 Rogers Rd.
Kittery, ME 03904

Said notice shall be deemed given when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Article.

Article XVII

Binding Effect

The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article XVIII

Other Documents

Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by **ecomaine** to any Assignee.

Article XIX

Headings

Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

Article XX

Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same agreement.

Article XXI

Integration

This instrument embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Article XXII

Consents

To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers.

Witnesses:

ecomaine

By: _____

Its General Manager

Town of: Kittery

By: _____
Its Town Manager

✓



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR VIEWING BOOTHS LICENSE

Name of applicant: Capital Video Corporation
(please print)

Applicants Address: 44 Bedson Rd Cranston RI 02910 Telephone No.: 401-464-4800
(please print)

Business Name: Amazing.net
(please print)

Business Address: 92 Route 236 W. Kittery ME 03904 Telephone No.: 207-439-6285
(please print)

Business Mailing Address: 44 Bedson Rd Cranston RI 02910
(please print)

Name of Owner: Capital Video Corp Name of Operator: _____
(please print) (please print)

Number of Viewing Booths to be Licensed: 8

Have you ever had a license to conduct such a business denied or revoked? Yes _____ No X

If so, describe the circumstances specifically:

Additional information: _____

\$ 160.00 Annual License Fee: \$20.00 per Viewing Booth

SIGNATURE OF APPLICANT: [Signature] DATE: 4/7/2015

APPLICANTS NAME: Gary J. Klein
(please print)

PLEASE SUBMIT THIS FORM AND APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE

**Department of Public Safety
Liquor Licensing & Inspection
Division**



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☐ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

GRACIANOS INC		DOB: 7/19/1964		1740 Lotus Restaurant	
		DOB:			
		DOB:		Location (Street Address)	
Address				340 US Route 1 Suite 9	
7 Commercial St				City/Town	State
				Kittery	ME
				Zip Code	03904
				Mailing Address	
City/Town		State		Zip Code	
Kittery		ME		03904	
Telephone Number		Fax Number		Business Telephone Number	
(603) 401-500-6506				207-703-2366	
Federal I.D. #				Seller Certificate #	
471965964				1109053	

3. If premises is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
- If YES, complete Supplementary Questionnaire
6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
7. If manager is to be employed, give name: Khone Sanasy / Jose Graciano
8. If business is NEW or under new ownership, indicate starting date: 05/20/2015
- Requested inspection date: ✓ Business hours: 11 AM - 9 PM
9. Business records are located at: _____
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
<u>Jose A. Grazioplene Sr.</u>	<u>07-18-1944</u>	<u>Williamstown, Mass.</u>

Residence address on all of the above for previous 5 years (Limit answer to city & state)

20 Tremont St Waterford CT 06385 12 years
74 Commercial St Kittery ME 03904

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: Jose A. Grazioplene

Date of Conviction: 08-12-2004

Offense: Misdemeanor

Location: Norwich, CT

Disposition: File K21N-CR04-002532

It was over a phone call telling
some to stay away from my

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? daughter
Yes ☐ No ☒ If Yes, give name: _____

16. Does/do applicant(s) own the premises? YES ☐ NO ☒ If NO give name and address of owner: _____

Waterstone Retail, 322 Reservoir Street, Needham MA 02494

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

Is a full restaurant food, take out and drinks

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.4 miles Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kittery, ME

Town/City, State

on 5/20/2015, 20 15

Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name:

Graciano's Inc

2. Other business name for your entity (DBA), if any:

Thai Lotus Restaurant

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Jose A. Graciano, Sr	20 TREMONT ST WATERFORD CT, 06385	7-18-64	100%

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☒ No ☐

10. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: Jose A. Graciano

Date of Conviction: 08-12-2004

Offense: Misdemeanor

Location of Conviction: Norwich, CT

Disposition: File K21N-C204-0002532
over a phone call, telling some to stay

[Signature]
Signature of Duly Authorized Person

5/20/2015
Date

Jose A. Graciano
Print Name of Duly Authorized Person

Submit Completed Forms To: Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220

MAINE DEPT OF PUBLIC SAFETY

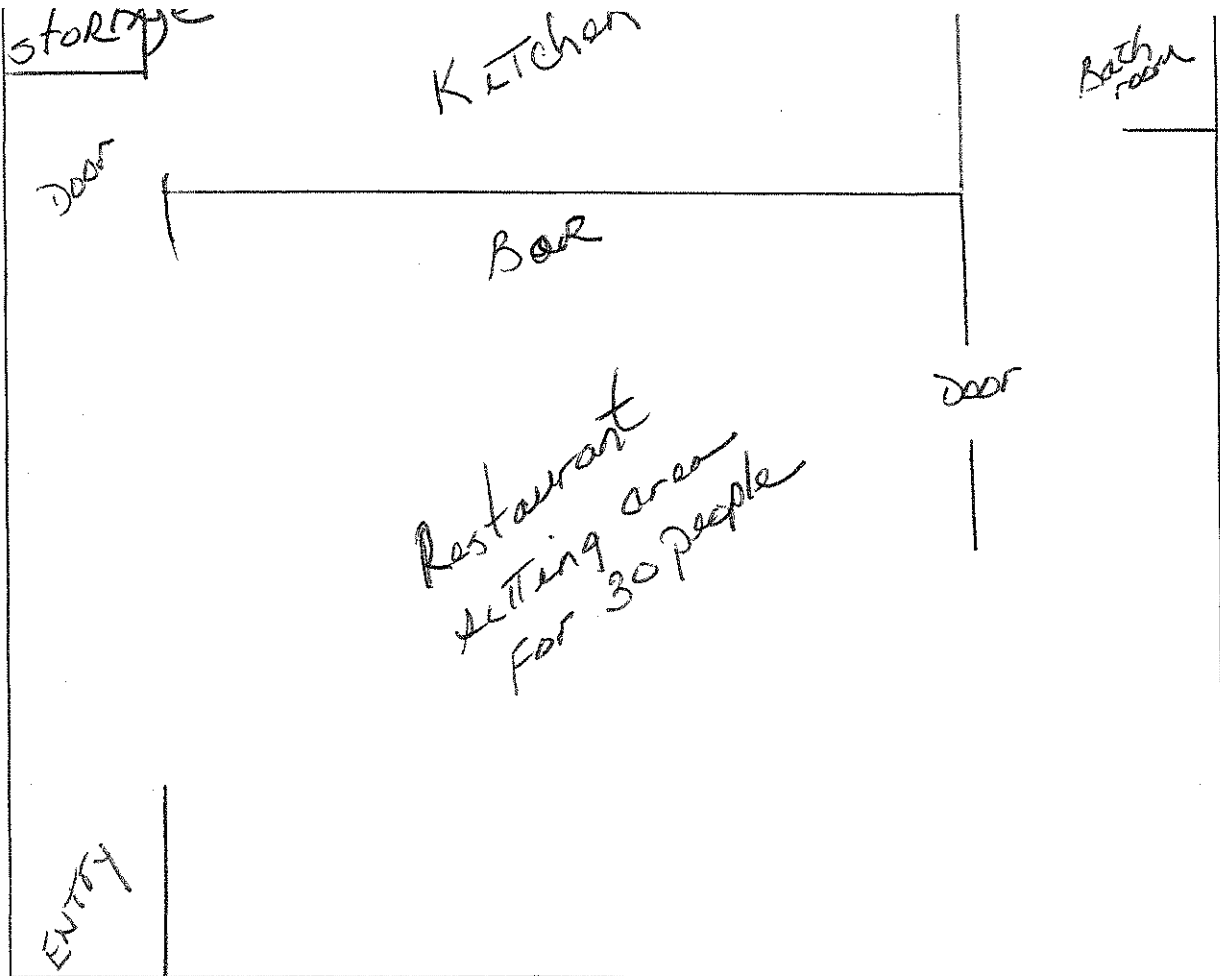
STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from



STATE OF MAINE

Dated at: Kittery, Maine York SS
City/Town (County)
 On: 6/8/15
Date

The undersigned being: ☒ Municipal Officers ☐ County Commissioners of the
☐ City ☒ Town ☐ Plantation ☐ Unincorporated Place of: Kittery, Maine

Hereby certify that we ~~have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and~~ hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE - SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant, the hearing shall be held on or after the date of the expiration of the license. [1995, c.140, §4 (amd).]

days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all license requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
	Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE..... \$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

**Department of Public Safety
Liquor Licensing & Inspection
Division**



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 7-8-15

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☐ SPIRITUOUS ☐ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

CHIOS PIZZA INC		DOB: 9-30-43	TOWN PIZZA REST	
		DOB:	CHIOS PIZZA INC	
		DOB:	Location (Street Address)	
Address		15 WENTWORTH ST		
49 GRIFFIN RD		City/Town	State	Zip Code
PORTSMOUTH NH 03801		KITTERY	ME	03904
City/Town		State	Zip Code	
Telephone Number		Fax Number	Business Telephone Number	
603 436 1061			207-439-1265	
Federal I.D. #		Seller Certificate #		
010361702		5875		

3. If premises is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 265⁶⁸⁷ LIQUOR \$ 51013
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
- If YES, complete Supplementary Questionnaire
6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
7. If manager is to be employed, give name: _____
8. If business is NEW or under new ownership, indicate starting date: _____
- Requested inspection date: _____ Business hours: _____
9. Business records are located at: 15 WENTWORTH ST KITTERY ME 03904
10. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☐ NO ☒

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
STAMATIA MIMINAS	9-30-43	GREECE

Residence address on all of the above for previous 5 years (Limit answer to city & state)

49 GRIFFIN RD PORTSMOUTH NH 03801

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes give name: _____

16. Does/do applicant(s) own the premises? Yes ☒ NO ☐ If NO give name and address of owner: _____

SOTIRIS REELSTATE LLC 49 GRIFFIN RD PORTSMOUTH NH 03801

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

TOWN PIZZA REST.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 500 ft Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: KITTERY ME on MAY 19, 2015
Town/City, State Date

Please sign in blue ink

Stamatia Miminias
Signature of Applicant or Corporate Officer(s)

STAMATIA MIMINAS
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name:

CHIOS PIZZA INC

2. Other business name for your entity (DBA), if any:

CHIOS PIZZA DBA Since 9-1997

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
STAMATIA MIMINAS	49 GRIFFIN RD PORTSMOUTH NH 03801	9-30-43	100%

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

10. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Stamatia MIMINAS
Signature of Duly Authorized Person

MAY 19 - 2015
Date

STAMATIA MIMINAS
Print Name of Duly Authorized Person

Submit Completed Forms To: Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220

MAINE DEPT OF PUBLIC SAFETY

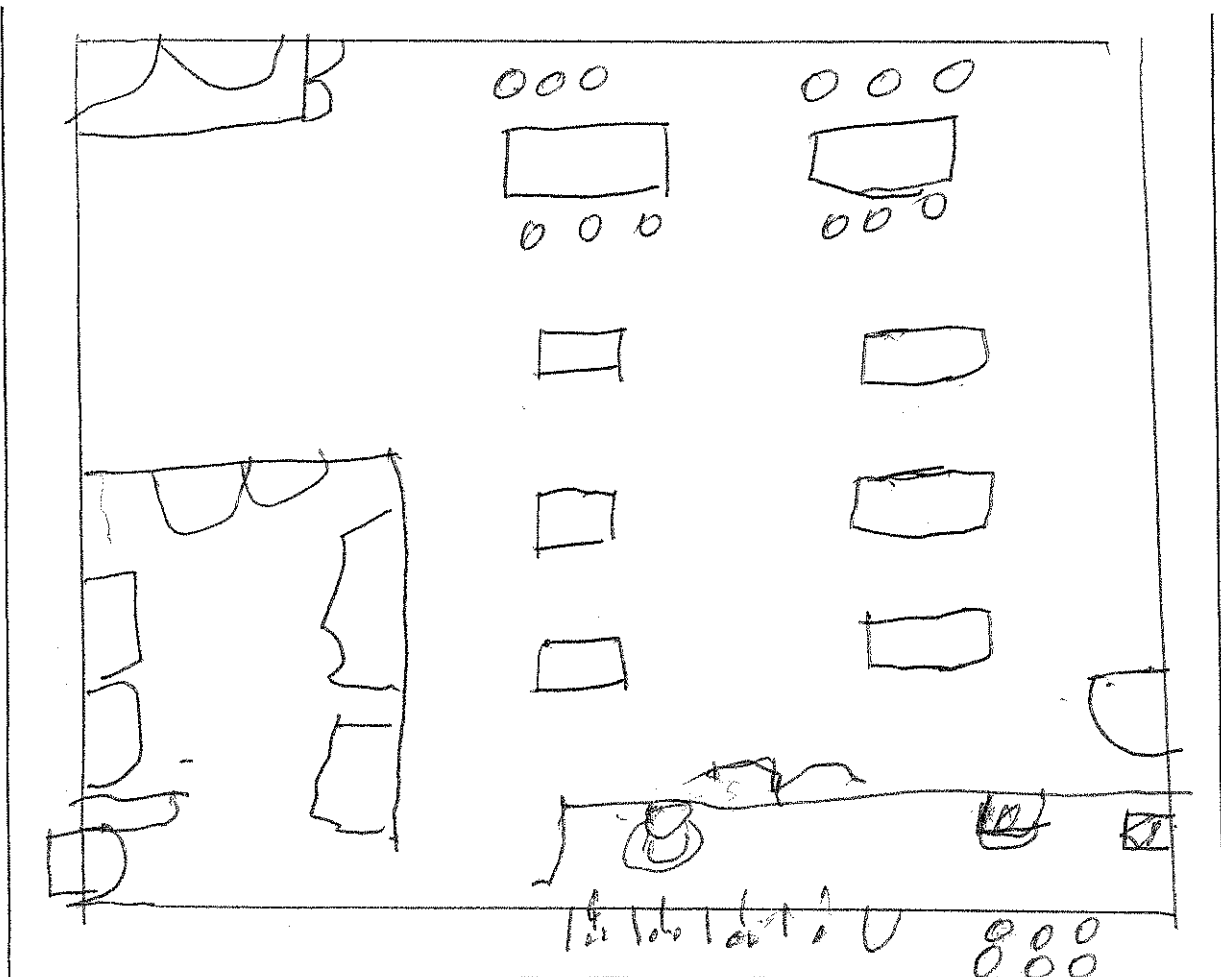
STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from



Dated at: Kittery, Maine York SS
City/Town (County)
On: 6/18/15
Date

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

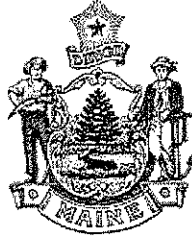
Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
	Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE..... \$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

**Department of Public Safety
Liquor Licensing & Inspection
Division**



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

BUREAU FIG PROVISIONS LLC DOB: _____		BLIND FIG PROVISIONS	
DOB: _____			
DOB: _____		Location (Street Address) 2 Badgers Island west	
Address 2 Badgers Island west		City/Town Kittery	State ME Zip Code 03904
Kittery ME, 03904		Mailing Address "SAME"	
City/Town	State	City/Town	State
Zip Code		Zip Code	
Telephone Number 603-969-1839	Fax Number	Business Telephone Number 207-703-0079	Fax Number
Federal I.D. # 47-3832663		Seller Certificate # 1173885	

3. If premises is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: Matt Greco, Mike Piete

8. If business is NEW or under new ownership, indicate starting date: 6/11/15

Requested inspection date: ASAP Business hours: 11am - 11pm

9. Business records are located at: _____

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☐ NO ☒

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Matthew greco	08/28/1976	Greenwich CT
Mike prete	11/21/1969	New Jersey

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Matt greco, 623 greenland rd portsmouth NH
777 Middle Rd #34 portsmouth NH

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

Scott Osgood, Madison, LLC. portsmouth, NH

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 51 SEATS Full Service
Dining w/ 16 seat outside Seasonally (51 SEATS total)

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: 5/18/15

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/4 mi Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: ~~5/20/15~~ Kittery, ME on May 28, 2015
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Matthew greco
Print Name

Signature of Applicant or Corporate Officer(s)

Mike prete
Print Name



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

Supplemental Information Required for
Business Entities Who Are Licensees

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

- Exact legal name: Blind Pig Provisions LLC
- Other business name for your entity (DBA), if any: _____
- Date of filing with the Secretary of State: 5/10/13
- State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Matthew Greco	623 Greenland Rd Portsmouth NH	8/28/76	60
Mike Pate	35 Sampson Rd Rochester NH	11/21/69	40

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

10. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

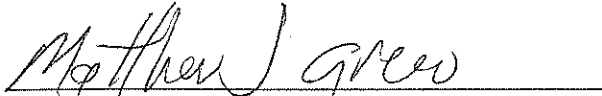
Disposition: _____

Signature:



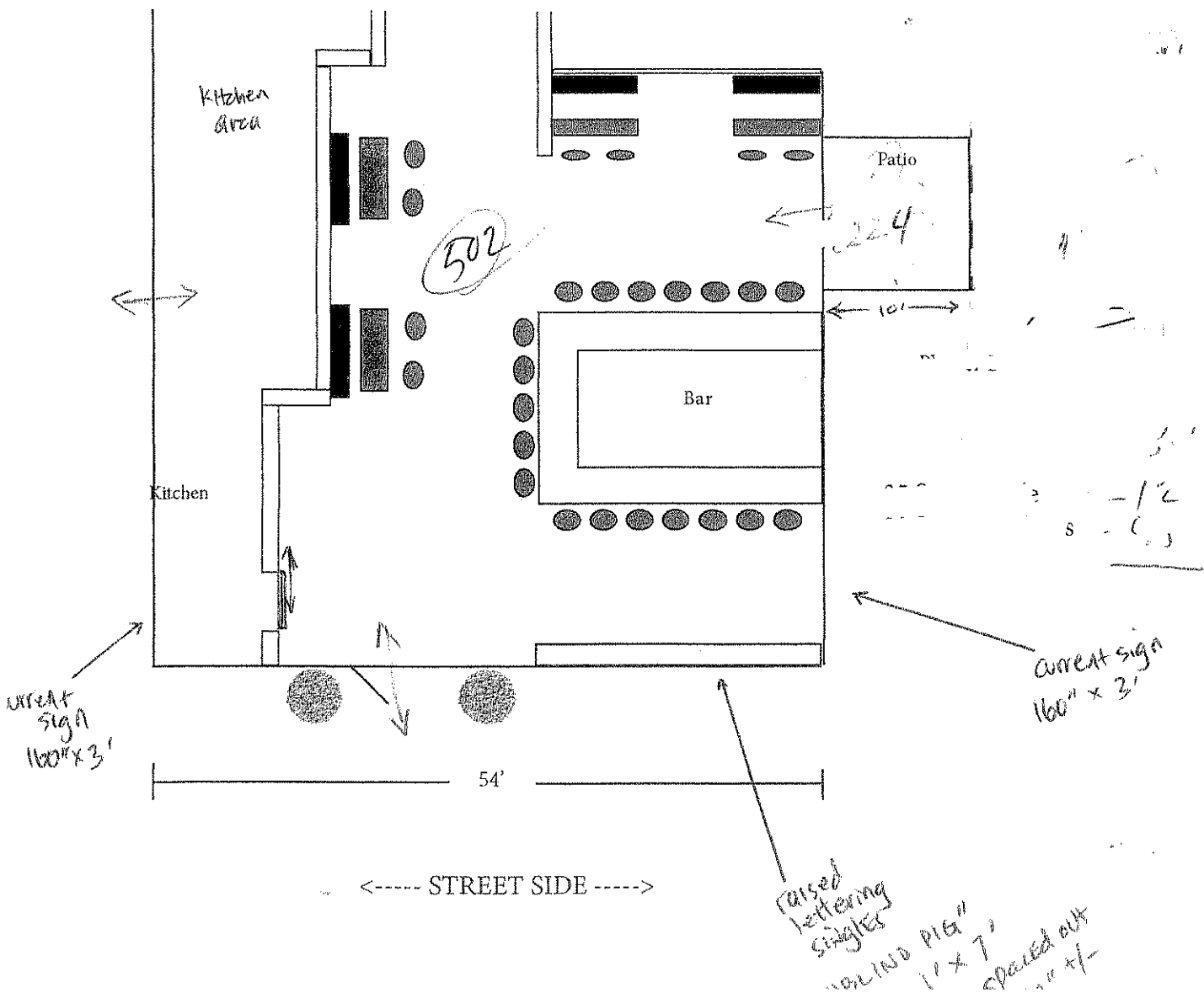
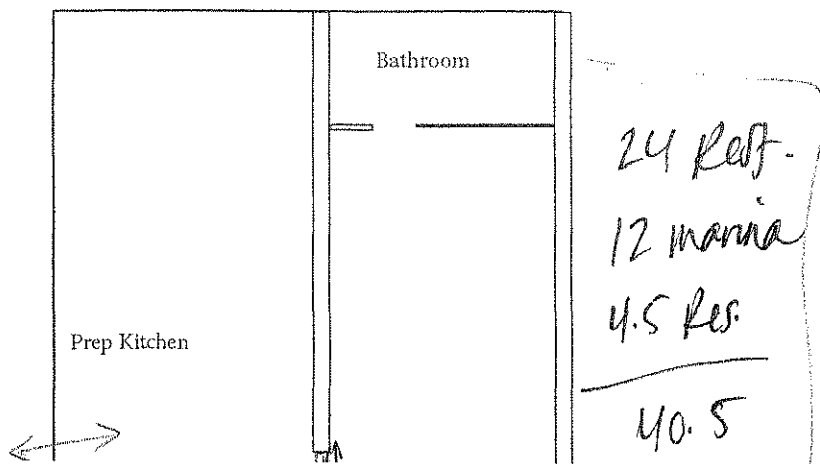
Signature of Duly Authorized Person

5/28/15
Date



Print Name of Duly Authorized Person

Submit Completed Forms To: Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220



STATE OF MAINE

Dated at: Kittery, Maine York ss
City/Town (County)
 On: 6/8/15
Date

The undersigned being: ☒ Municipal Officers ☐ County Commissioners of the
☐ City ☒ Town ☐ Plantation ☐ Unincorporated Place of: Kittery, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653, Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the appli

days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

- C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

- A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
- B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
- C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
- D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
- E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
- F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all license requirements and findings referred to in subsection 2.

- A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I Spirituous, Vinous and Malt \$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00
CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge \$2,200.00
CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

FILING FEE..... \$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.